

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RACING & PERFORMANCE HOLDINGS, LLC		02/01/2023	Limited Liability Company:
RACING & PERFORMANCE CORP.		02/01/2023	Corporation:
AIR FLOW RESEARCH HEADS, LLC		02/01/2023	Limited Liability Company:
SCAT ENTERPRISES, LLC		02/01/2023	Limited Liability Company:
RACETEC PISTONS, LLC		02/01/2023	Limited Liability Company:
AIRPOWER GROUP, INC.		02/01/2023	Corporation:
PAXTON AUTOMOTIVE CORP.		02/01/2023	Corporation:
VORTECH ENGINEERING, INC.		02/01/2023	Corporation:
VORTRON TECHNOLOGIES, INC.		02/01/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	UNITED STATES		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	5456862	AFR	
Registration Number:	5775593	AFR	
Registration Number:	3650729	AFR	
Registration Number:	5786774	AIR FLOW RESEARCH	
Registration Number:	3650728	AIR FLOW RESEARCH	
Registration Number:	5775594	ELIMINATOR	
Registration Number:	3663158	ELIMINATOR	

CH \$1715.00 5456862

Property Type	Number	Word Mark
Registration Number:	5691322	GET A PAIR
Registration Number:	5691319	GET A PAIR!
Registration Number:	5691325	GOT A PAIR
Registration Number:	5691324	GOT A PAIR?
Registration Number:	5767389	JUST GO FAST
Registration Number:	5767390	JUST GO FAST!
Registration Number:	5775595	MONGOOSE
Registration Number:	3654023	MONGOOSE
Registration Number:	5930282	RENEGADE
Registration Number:	4779855	
Registration Number:	4516878	ELITE
Registration Number:	3966341	PRO-90
Registration Number:	5158154	
Registration Number:	5158155	
Registration Number:	3909055	PROCAR
Registration Number:	4024410	PROCAR
Registration Number:	3965092	PROCAR BY SCAT
Registration Number:	4152551	RALLY
Registration Number:	3217216	SCAT
Registration Number:	3981318	SCAT
Registration Number:	3981319	SCAT
Registration Number:	3944367	SCAT
Registration Number:	3944368	SCAT
Registration Number:	3222015	SCAT CRANKSHAFTS
Registration Number:	5188567	
Registration Number:	5188568	
Registration Number:	3955875	
Registration Number:	1665770	VORTECH
Registration Number:	2032528	VORTECH
Registration Number:	2048543	V VORTECH
Registration Number:	2219203	VORTRON
Registration Number:	1694003	V-1
Registration Number:	2249831	V-2
Registration Number:	2201602	V-3
Registration Number:	2201603	V-4
Registration Number:	2201601	V-5
Registration Number:	2432655	V-7
Registration Number:	2749089	V-9

Property Type	Number	Word Mark
Registration Number:	2757148	AIRPOWER
Registration Number:	2744132	FRESH AIRE
Registration Number:	2692356	MAXFLOW
Registration Number:	2866362	MAD MAX
Registration Number:	2217814	MONDO COOLER
Registration Number:	2154662	POWER COOLER
Registration Number:	1996892	FORCEPOWER
Registration Number:	1925341	MAXFLOW
Registration Number:	1824910	T-REX
Registration Number:	2968212	AIR SUPERIORITY
Registration Number:	2941138	MOBILE AIRE
Registration Number:	2847344	VORTRON
Registration Number:	2524685	NOVI 2000
Registration Number:	2577681	NOVI
Registration Number:	2349774	PAXTON
Registration Number:	2353464	PAXTON
Registration Number:	3966681	POWERHAT
Registration Number:	3524205	
Registration Number:	4848349	
Registration Number:	5921212	MICROMAX
Registration Number:	5508989	V-30
Registration Number:	6082119	V-15
Registration Number:	6082120	V-17

CORRESPONDENCE DATA

Fax Number: 3124996701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3124996700

Email: ahesla@duanemorris.com

Correspondent Name: Robert E. Horwath

Address Line 1: 190 S LaSalle St Ste 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: G4599-00055

NAME OF SUBMITTER: Robert E. Horwath

SIGNATURE: /s/Robert E. Horwath

DATE SIGNED: 02/01/2023

Total Attachments: 13

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of February 1, 2023, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, AIR FLOW RESEARCH HEADS, LLC, a Delaware limited liability company (“*Company*”), **SCAT ENTERPRISES, LLC**, a Delaware limited liability company (“*SCAT*”), **RACETEC PISTONS, LLC**, a Delaware limited liability company (f/k/a RaceTec Holdings, LLC) (“*Racetec*”), immediately upon consummation of the Vortech Acquisition, **VORTECH ENGINEERING, INC.**, a Delaware corporation, **AIRPOWER GROUP, INC.**, a California corporation, **PAXTON AUTOMOTIVE CORP.**, a California corporation, **VORTECH ENGINEERING, INC.**, a California corporation, and **VORTRON TECHNOLOGIES, INC.**, a California corporation (individually and collectively, “*New Borrower*”; and, together with Company, SCAT, and Racetec, individually and collectively, the “*Borrower*”) is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of June 28, 2021 among Borrower, Parent, Intermediate Holdco and certain other Guarantors party thereto, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Borrowers, Intermediate Holdco and Parent are party to that certain Security Agreement dated as of June 28, 2021 in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth

in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

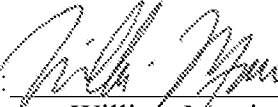
SECTION 5. **Amendment and Restatement.** Grantor and Agent are entering into this Agreement to satisfy their mutual desire to amend and restate that certain Amended and Restated Trademark Security Agreement dated as of December 16, 2021 previously entered into by Parent and Borrower, in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Prior Trademark Security Agreement"). It is the intention of the parties hereto that this Agreement shall not effectuate a novation of the indebtedness, obligations and liabilities of Parent or Borrower to Agent and Lender under the Prior Trademark Security Agreement, but merely constitute a restatement and, where applicable, a substitution of the terms governing such indebtedness, obligations and liabilities. Parent and Borrower hereby confirm the security interest granted by Parent and Borrower, as applicable, in favor of Agent to secure all such indebtedness, obligations and liabilities owing by Parent and Company, as applicable, to Agent and Lender pursuant to the Prior Trademark Security Agreement (except as modified herein).

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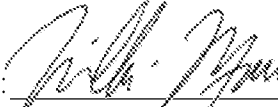
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

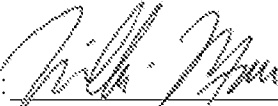
RACING & PERFORMANCE HOLDINGS, LLC, a Delaware limited liability company, as Grantor

By: 
Name: William Morris
Title: Manager


RACING & PERFORMANCE CORP., a Delaware corporation, as Grantor

By: 
Name: William Morris
Title: President

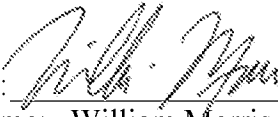
AIR FLOW RESEARCH HEADS, LLC, a Delaware limited liability company, as Grantor

By: 
Name: William Morris
Title: Manager

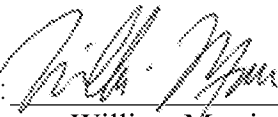
SCAT ENTERPRISES, LLC, a Delaware limited liability company, as Grantor

By: 
Name: William Morris
Title: Manager

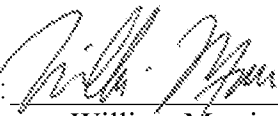
RACETEC PISTONS, LLC, a Delaware limited liability company, as Grantor

By: 
Name: William Morris
Title: Manager

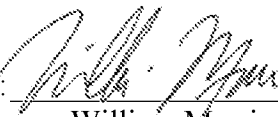
AIRPOWER GROUP, INC., a California corporation, as Grantor

By: 
Name: William Morris
Title: President

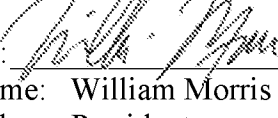
PAXTON AUTOMOTIVE CORP., a California corporation, as Grantor

By: 
Name: William Morris
Title: President

VORTECH ENGINEERING, INC., a California corporation, as Grantor

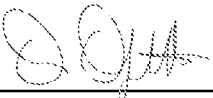
By: 
Name: William Morris
Title: President

VORTRON TECHNOLOGIES, INC., a California corporation, as Grantor

By: 
Name: William Morris
Title: President

Accepted:

BYLINE BANK, as Agent



By:  _____


Name: Dan Delgadillo



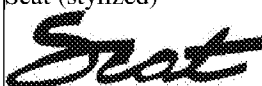
Title: Managing Director







EXHIBIT A

Registered Trademarks

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Air Flow Research Heads, LLC	AFR	5456862	5/1/2018	USA
Air Flow Research Heads, LLC		5775593	6/11/2019	USA
Air Flow Research Heads, LLC		3650729	7/7/2009	USA
Air Flow Research Heads, LLC	AIR FLOW RESEARCH	5786774	6/25/2019	USA
Air Flow Research Heads, LLC	AIR FLOW RESEARCH	3650728	7/7/2009	USA
Air Flow Research Heads, LLC	ELIMINATOR	5775594	6/11/2019	USA
Air Flow Research Heads, LLC	Eliminator	3663158	8/4/2009	USA
Air Flow Research Heads, LLC	Get a Pair	5691322	3/5/2019	USA
Air Flow Research Heads, LLC	Get a Pair!	5691319	3/5/2019	USA
Air Flow Research Heads, LLC	Got A Pair	5691325	3/5/2019	USA
Air Flow Research Heads, LLC	Got A Pair?	5691324	3/5/2019	USA
Air Flow Research Heads, LLC	JUST GO FAST	5767389	6/4/2019	USA
Air Flow Research Heads, LLC	JUST GO FAST!	5767390	6/4/2019	USA
Air Flow Research Heads, LLC	MONGOOSE	5775595	6/11/2019	USA
Air Flow Research Heads, LLC	Mongoose	3654023	7/14/2009	USA

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Air Flow Research Heads, LLC	RENEGADE	5930282	12/10/2019	USA
Scat Enterprises, LLC	Car Seat (configuration) Design Mark 	4779855	Jul. 28, 2015	USA
Scat Enterprises, LLC	ELITE	4516878	Apr. 22, 2014	USA
Scat Enterprises, LLC	PRO-90	3966341	May 24, 2011	USA
Scat Enterprises, LLC	PRO-90-1300 Seat Stylized and/or Design	5158154	Mar. 07, 2017 (Supplemental Register)	USA
Scat Enterprises, LLC	PRO-90-1400 Seat Stylized and/or Design	5158155	Mar. 07, 2017 (Supplemental Register)	USA
Scat Enterprises, LLC	PROCAR	1542848	Feb. 25, 2013	AU
Scat Enterprises, LLC	PROCAR	TMA810120	Oct. 25, 2011	CA
Scat Enterprises, LLC	PROCAR	11811040	Feb. 28, 2016	China
Scat Enterprises, LLC	PROCAR	302543544	Nov. 13, 2013	HK
Scat Enterprises, LLC	PROCAR	1387201	Jul. 31, 2013	MX
Scat Enterprises, LLC	PROCAR	3909055	Jan. 18, 2011	USA
Scat Enterprises, LLC	PROCAR	4024410	Sep. 13, 2011	USA
Scat Enterprises, LLC	PROCAR by SCAT	3965092	May 24, 2011	USA

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Scat Enterprises, LLC	RALLY	4152551	Jun. 05, 2012	USA
Scat Enterprises, LLC	SCAT	1095929	Jan. 24, 2006	AU
Scat Enterprises, LLC	SCAT	828269920	Jun. 24, 2008	BR
Scat Enterprises, LLC	SCAT	TMA760691	Mar. 3, 2010	CA
Scat Enterprises, LLC	SCAT	12626750	10/13/2014	China
Scat Enterprises, LLC	SCAT	12626749	11/27/2014	China
Scat Enterprises, LLC	SCAT	4854791	Mar. 23, 2009	EU
Scat Enterprises, LLC	SCAT	UK00904854791	Mar. 23, 2009	UK
Scat Enterprises, LLC	SCAT	302543535	03/07/2013	HK
Scat Enterprises, LLC	SCAT	1476442	Sep. 2, 2014	MX
Scat Enterprises, LLC	SCAT	3217216	Mar. 13, 2007	USA
Scat Enterprises, LLC	SCAT & Design	1448454	4/23/2014	MX
Scat Enterprises, LLC	Scat & Design 	3981318	Jun. 21, 2011	USA
Scat Enterprises, LLC	Scat & Design 	3981319	Jun. 21, 2011	USA
Scat Enterprises, LLC	Scat (stylized) 	3944367	Apr. 12, 2011	USA

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Scat Enterprises, LLC	Scat (stylized) 	3944368	Apr. 12, 2011	USA
Scat Enterprises, LLC	SCAT CRANKSHAFTS and Design 	5383376	05/13/2019	China
Scat Enterprises, LLC	SCAT CRANKSHAFTS and Design 	5383377	05/20/2019	China
Scat Enterprises, LLC	SCAT CRANKSHAFTS and Design 	3222015	Mar. 27, 2007	USA
Scat Enterprises, LLC	Seat Bracket 3130-81381 Stylized and/or Design 	5188567	Apr. 18, 2017 (Supplemental Register)	USA
Scat Enterprises, LLC	Seat Bracket 81384-81385 Stylized and/or Design 	5188568	Apr. 18, 2017 (Supplemental Register)	USA
VORTECH ENGINEERING, INC.	VORTECH	667731	03-Feb-1994	AU
VORTECH ENGINEERING, INC.	VORTECH and (Letter V) Design	667730	03-Feb-1994	AU
VORTECH ENGINEERING, INC.	VORTECH	621901	03-Feb-1994	AU
VORTECH ENGINEERING, INC.	VORTECH and (Letter V) Design	621900	03-Feb-1994	AU
VORTECH ENGINEERING, INC.	VORTECH	TMA404651	06-Nov-1992	CA

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
VORTECH ENGINEERING, INC.	VORTECH	5954731	07-Nov-2009	CN
VORTECH ENGINEERING, INC.	VORTECH	5954730	07-Mar-2010	CN
VORTECH ENGINEERING, INC.	VORTECH	5954729	28-Jun-2010	CN
VORTECH ENGINEERING, INC.	VORTECH	5954728	14-Dec-2009	CN
VORTECH ENGINEERING, INC.	VORTECH	5954727	28-Feb-2010	CN
VORTECH ENGINEERING, INC.	VORTECH	000360024	12/04/1998	EM
VORTECH ENGINEERING, INC.	VORTECH and (Letter V) Design	000360123	12/04/1998	EM
Paxton Automotive Corporation	NOVI	005419651	11/29/2007	EM
VORTECH ENGINEERING, INC.	VORTECH	512495	12/8/1995	MX
VORTECH ENGINEERING, INC.	VORTECH	311675	11/9/2000	NZ
VORTECH ENGINEERING, INC.	VORTECH and (Letter V) Design	311676	11/9/2000	NZ
VORTECH ENGINEERING, INC.	VORTECH	UK009000360024	4/12/1998	UK
VORTECH ENGINEERING, INC.	VORTECH and (Letter V) Design	UK009000360123	12/4/1998	UK
Paxton Automotive Corporation	NOVI	UK009005419651	11/29/2007	UK
Paxton Automotive Corporation	Flame Head Dude Racecar Design	3955875	5/3/2011	US
VORTECH ENGINEERING, INC.	VORTECH	1665770	11/26/1991	US

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
VORTECH ENGINEERING, INC.	VORTECH	2032528	1/21/1997	US
VORTECH ENGINEERING, INC.	V VORTECH and design	2048543	4/1/1997	US
VORTECH ENGINEERING, INC.	VORTRON	2219203	1/19/1999	US
VORTECH ENGINEERING, INC.	V-1	1694003	6/16/1992	US
VORTECH ENGINEERING, INC.	V-2	2249831	6/1/1999	US
VORTECH ENGINEERING, INC.	V-3	2201602	11/3/1998	US
VORTECH ENGINEERING, INC.	V-4	2201603	11/3/1998	US
VORTECH ENGINEERING, INC.	V-5	2201601	11/3/1998	US
VORTECH ENGINEERING, INC.	V-7	2432655	3/6/2001	US
VORTECH ENGINEERING, INC.	V-9	2749089	8/12/2003	US
VORTECH ENGINEERING, INC.	AIRPOWER	2757148	8/26/2003	US
VORTECH ENGINEERING, INC.	FRESH AIRE	2744132	7/29/2003	US
VORTECH ENGINEERING, INC.	MAXFLOW	2692356	3/4/2003	US
VORTECH ENGINEERING, INC.	MAD MAX	2866362	7/27/2004	US
VORTECH ENGINEERING, INC.	MONDO COOLER	2217814	1/12/1999	US
VORTECH ENGINEERING, INC.	POWER COOLER	2154662	5/5/1998	US

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
VORTECH ENGINEERING, INC.	FORCEPOWER	1996892	8/27/1996	US
VORTECH ENGINEERING, INC.	MAXFLOW	1925341	10/10/1995	US
VORTECH ENGINEERING, INC.	T-REX	1824910	3/8/1994	US
VORTECH ENGINEERING, INC.	AIR SUPERIORITY	2968212	7/12/2005	US
VORTECH ENGINEERING, INC.	MOBILE AIRE	2941138	4/19/2005	US
VORTECH ENGINEERING, INC.	VORTRON & (Letter V) Design	2847344	6/1/2004	US
Paxton Automotive Corporation	NOVI 2000	2524685	1/1/2002	US
Paxton Automotive Corporation	NOVI	2577681	6/11/2002	US
Paxton Automotive Corporation	PAXTON & (Flag) Design	2349774	5/16/2000	US
Paxton Automotive Corporation	PAXTON	2353464	5/30/2000	US
VORTECH ENGINEERING, INC.	POWERHAT	3966681	5/24/2011	US
Paxton Automotive Corporation	Design (Reverse Flame Head Dude)	3524205	10/28/2008	US
VORTECH ENGINEERING, INC.	Three Dimensional Configuration of a Gearcase Cover for the Goods	4848349	11/10/2015	US
VORTECH ENGINEERING, INC.	MICROMAX	5921212	11/26/2019	US
VORTECH ENGINEERING, INC.	V-30	5508989	7/3/2018	US
VORTECH ENGINEERING, INC.	V-15	6082119	6/16/2020	US

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
VORTECH ENGINEERING, INC.	V-17	6082120	6/16/2020	US
VORTECH ENGINEERING, INC.	VORTECH	65097643A	28-Jan-2023	CN

Trademark Applications

Owner	Pending Trademark	App. Number	Date of Application	Country of Registration
VORTECH ENGINEERING, INC.	VORTECH	65088288	06-Jun-2022	CN
VORTECH ENGINEERING, INC.	VORTECH	67681177	12-Oct-2022	CN